

**Broadband Investment Group**

**Project Manual**

**Connect Madeira**

**Outside Plant Fiber  
Optic Network**

Consultant Project Number: 22491

September 14, 2021



**HOMETOWN FIBER**  
18457 Gladstone Blvd N  
Maple Grove, MN 55311

# **DIVISION 00**

## **PROCUREMENT AND CONTRACTING REQUIREMENTS**



## 00 01 00 INTRODUCTORY INFORMATION

### 00 01 01 PROJECT TITLE

- A. Project Name: Connect Madeira
- B. Consultant Project Number: 22491

### 00 01 02 PROJECT INFORMATION

- A. Description: provide and install a functional, reliable, and easy to use/access/maintain, outside plant fiber optic network.
- B. Scope: design, build, project management, purchase, and coordination as required for a complete and operational outside plant fiber optic network.
- C. Contract Terms: lump sum (fixed price, stipulated sum).

### 00 01 03 PROJECT DIRECTORY

- A. Project Location:
  - Madeira Properties
  - Highway 77 North and Highway 100 East
  - Brownsville, TX 78586
  - coordinates: 26.057331, -97.557306
  - [www.madeira-tx.com](http://www.madeira-tx.com)
- B. Owner:
  - David Sanchez
  - Broadband Investment Group, LLC
  - 10329 Lake Gardens Drive
  - Dallas, TX 75218
  - [david.sanchez@madeira-tx.com](mailto:david.sanchez@madeira-tx.com)
- C. Consultant
  - Kyle Moorhead
  - Hometown Fiber
  - 18457 Gladstone Blvd N
  - Maple Grove, MN 55311
  - [yourhometownfiber.com](http://yourhometownfiber.com)
  - [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com)
  - 612-819-9077
  - [calendly.com/kylemoorhead](https://calendly.com/kylemoorhead)



## E. Invited Bidders

1. Consultant shall send Invited Bidders notice of bid at time of Advertisement for Bids.
2. Owner or Consultant may request Bidder and/or Potential Contractor to submit a Contractor's qualification statement using **American Institute of Architects form A305 (AIA – A305)**.
3. Bidders shall bear the burden of any costs associated with responding such as but not limited to paying fees for using AIA forms.
4. Those invited to submit bids (listed alphabetically) are:
  - a. **Lit Communities**  
Rene Gonzalez  
rene@litcommunities.net  
www.litcommunities.net
  - b. **MP Nexlevel**  
Jimmy Schermer  
500 County Road 37 East  
Maple Lake, MN 55358  
jimmy.schermer@mpnexlevel.us  
www.mpnexlevel.com
  - c. Rolando  
STX Underground  
402 W Hi-line Rd Ste A  
Pharr, TX 78577  
stxundergroundllc@gmail.com  
www.stxunderground.square.site
  - d. **VTX1**  
Jerry Briones  
881 East Hidalgo Avenue  
Raymondville, TX 78580  
jerry.briones@vtx1.net  
www.vtx1.net

F. Notified Vendors

1. Notified Vendors have been notified of this project and are available for Bidders to use for pricing and sourcing of goods and/or services.
2. Notified Vendors (listed alphabetically) are:

- a Graybar  
Barry Ward  
bary.ward@graybar.com  
817-296-7095  
www.graybar.com

F. ESRI Maps

1. Consultant has provided access to an ESRI map of the project. The map can be reached by the using the following link:

<https://htf.maps.arcgis.com/apps/dashboards/5fde659c3d904d428fec96c98ef80eb7>

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**00 01 20 LIST OF SCHEDULES**

A. NONE

## 00 10 00 SOLICITATION

### 00 11 13 ADVERTISEMENT FOR BIDS

BROADBAND INVESTMENT GROUP, LLC  
10329 LAKE GARDENS DRIVE  
DALLAS, TX 75218

CONNECT MADEIRA  
Consultant Project No. 22491

Broadband Investment Group, LLC is requesting bids/quotes for furnishing the necessary labor, materials, equipment expertise to design, build, and test a complete and operational outside plant fiber optic network.

The project includes the following work:

- Review of existing documents and sheets
- Coordinate with local Gas Utility for shared trench locations and timelines
- Stake project
- Procure all materials necessary
- Install Hand Holes
- Install Conduits
- Install Fiber Optic Cables
- Splice Fiber Optic Cables
- Test Fiber Optic Cables/Network

Digital copies of the Bidding Documents are available at

- [morecom.com/big](http://morecom.com/big)
- [thebluebook.com](http://thebluebook.com)

Copies of the Bidding Documents may be obtained for a nonrefundable cost of \$100.00 per set and an additional \$25.00 charge per set if mailed. Requests for mailed copies may be made to Kyle Moorhead, Hometown Fiber, [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com)

A non-mandatory **pre-bid conference** will be held at **1:00 p.m. local time Wednesday, September 21, 2022**. Conference will be held virtually via **ZOOM** using the following link:  
<https://us06web.zoom.us/j/85659829495?pwd=elOrM2dabUxWRVINMVg2YUc4THNSQT09>

Bids shall be made on the forms included within the Bidding Documents and made a part of the proposed contract documents, in conformance with the Instructions to Bidders. Bids shall be received by the project Consultant, Kyle Moorhead, via email [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com), until the **Bid Deadline 5:00 pm local time, September 30, 2022**.

No Bids may be withdrawn for a period of thirty (30) days from the bid deadline date. Broadband Investment Group, LLC reserves the right to reject any or all bids and to waive any or all formalities, irregularities, and technicalities in the bid process and to accept any bid deemed to be in the best interest of the Broadband Investment Group, LLC.





## 00 20 00 INSTRUCTIONS FOR PROCUREMENT

### 00 1 13.01 INTENT

- A. The intent of this Request for Bids is to obtain an offer for goods and services to build a complete and operational fiber optic network for Madeira Properties in Brownsville Texas [www.maderia-tx.com](http://www.maderia-tx.com) for a Stipulated Sum, in accordance with the Contract Documents.

### 00 21 13.02 EXAMINATION OF BID DOCUMENTS

- A. It is entirely the responsibility of the bidder to ensure they use complete sets of Bid Documents.
- B. Bidders are required to verify that documents are complete.
- C. Bid submission shall be considered conclusive proof the Bidder has completely examined all Bid Documents and has become fully informed of existing conditions, limitations, challenges, and site conditions.
- E. It is entirely the responsibility of the bidder to become completely informed of all aspects of the project prior to submitting a bid.
- F. Claims for extra compensation and/or extensions of time shall not be accepted or honored due to a failure of the bidder to carefully and completely examine and become completely informed of all aspects of the project.
- G. It is entirely the responsibility of the bidder to request information from Consultant on anything that is contradictory, an error, or not abundantly clear to the bidder prior to submitting a bid.
- G. Bid Submission shall be considered conclusive proof the Bidder agrees to Hold Harmless the Owner, Consultant and their respective employees, agents and contractors against any and all claims and actions arising out of the use of Bid Documents, correspondence, communication, and information, including without limitation: expenses, judgements, fines, settlements, and other amounts incurred in connection with any liability, suit, action, loss, or damage.

### 00 21 13.03 BID DOCUMENTS

- A. Bid Documents may be obtained electronically from the following locations:
  - 1. [thebluebook.com](http://thebluebook.com)
  - 2. [morecom.com/big](http://morecom.com/big)
- B. Bid Documents will not be issued by Owner or Consultant to Subcontractors.
- C. Hard copy or printed versions may be obtained for a nonrefundable cost of \$100.00 per set and an additional \$25.00 charge per set if mailed. Requests for mailed copies may be made to Consultant.
- D. The Bid Documents and respective designs constitute an Original Works of Authorship by the Consultant and are under Copyright© protection 1989 - 2022.
- E. Bid Documents are provided for bid submission on this project only. The documents, design, and information remain the intellectual property of the Consultant and shall not be duplicated or used beyond this project without written permission from the Consultant.
- F. The use of Bid Documents is strictly at your own risk. Owner and Consultant assume no liability or responsibility whatsoever.

### 00 21 13.04 BID DOCUMENTS CORRECTIONS

- A. Bidders shall notify the Consultant in writing prior to the Last Request for Information deadline upon finding discrepancies, errors, inconsistencies, ambiguities, and/or omissions in the Bid Documents including but not limited to: project manual, drawing sheets, schedules, and addenda.
- B. Modification to Bid Documents shall be made only by Addendum. Changing of Bid Documents in any other way are considered invalid.



**00 21 13.05 REQUEST FOR CLARIFICATION/INFORMATION**

- A. Requests for Clarification and/or Requests for Information must be in writing and submitted to the Consultant no later than the Last Request for Information deadline.
- B. Direct written questions to the Consultant via email: kyle@yourhometownfiber.com
- C. Consultant shall respond to requests by issuing an Addendum. No other method of reply shall be considered part of the Bid Documents and project.
- E. It is the sole responsibility of the Bidder/Contractor to verify Consultant's receipt of any request.
- F. A lack of response by the Consultant constitutes a rejection of the request and no timelines imposed by the Bidder/Contractor shall be honored no matter how reasonable.
- G. Requests for Clarification/Information shall not be accepted after Contract Award. Goods, equipment and/or materials not authorized in writing by the Consultant may be requested by the Consultant or Owner to be removed and/or replaced by the Contractor entirely at the expense of the Contractor. No Requests for Change or Change Orders will be authorized.

**00 21 13.06 SUBSTITUTIONS**

- A. Where Bid Documents stipulate a particular product, Requests for Substitutions will be considered up to the Last Request for Information deadline.
- B. Requests for Substitution shall be made in writing to the Consultant.
- C. Requests for Substitution shall include the name of the item to be considered, and accompanied with a complete description of the requested item including drawings, dimension, loads, performance data and other information that is necessary for the Consultant to make a decision.
- C. Requests for Substitution shall include an impact statement relating to other systems, materials, goods, equipment, services, and work.
- D. If a Request for Substitution is accepted, Consultant will issue an Addendum. No other method of approval shall be considered part of the Bid Documents and project.
- E. It is the sole responsibility of the Bidder/Contractor to verify Consultant's receipt of the request for substitution.
- F. A lack of response by the Consultant constitutes a rejection of the request for substitution and no timelines imposed by the Bidder/Contractor shall be honored no matter how reasonable.
- G. Goods, equipment and/or materials not authorized in writing by the Consultant may be requested by the Consultant or Owner to be removed and/or replaced by the Contractor entirely at the expense of the Contractor. No Requests for Change or Change Orders will be authorized.

**00 21 13.07 ADDENDA**

- A. Addenda will be issued by the Consultant no later than Last Addendum Issued deadline.
- B. Addenda shall be issued by the Consultant electronically to the same locations as the Bid Documents.
- C. Each Bidder shall acknowledge receipt of all Addenda as part of their Bid Submission.
- D. Addenda issued are to be considered part of the Bid Documents. The Bidder shall include resultant costs in the Bid Amount.
- E. A lack of Addenda issue shall not change the Bid Documents in any way. The only way to modify the Bid Documents is by the Consultant issuing an Addenda.
- F. Addenda issued are to be considered part of the Contract Documents.
- G. Information given by methods other than a written Addendum shall not be binding.

**00 21 13.08 BID SECURITY**

- A. Include the cost of all Security Deposit requirements in the bid amount.
- B. Bids shall be accompanied by a security deposit as follows:
  - 1. Each prime contract Bid shall be accompanied by a **Bid Security** in the amount of **5%** of the maximum proposal price.
  - 2. The Bid Security must be made payable to:  
**Broadband Investment Group, LLC**
  - 3. The Bid Security shall be either:
    - a. A certified or cashier's check, drawn on a solvent bank chartered under the laws of the United States.
    - b. A Bid Bond executed by a corporation authorized to contract as a surety in the State of Texas.
- C. The Bid Security of the successful bidder will be retained until the successful bidder accomplishes the following:
  - 1. Enters into a contract satisfactory to the Owner.
  - 2. Provides Performance and Payment Bonds satisfactory to the Owner.
- D. Bid securities of Unsuccessful Bidders will be returned to them within five (5) business days after either:
  - 1. Notice of award.
  - 2. Rejection of all bids.
- E. If no contract is awarded, all security deposits will be returned.

**00 21 13.09 TAXES**

- A. There is no exemption from payment of taxes.
- B. Bidder shall include in their Bid prices all sales, use, excise, and any other taxes that are required by law.
- C. Contractor shall be required to pay all taxes associated with the project.
- D. Contractor shall hold harmless the Owner and Consultant from any tax liability directly or indirectly associated with this project.

**00 21 13.10 BID PREPARATION**

- A. Bids shall be submitted using Bid Forms within the Project Manual.
- B. Bidder shall complete all Bid Form information by typing or printing in black ink.
- C. Bidders shall not change the wording of the Bid Form. Any unauthorized conditions or clauses will be cause for rejection of the Bid at the Owner's discretion.
- D. Amounts shall be provided in both words and figures. Where problematic, the amount written in words shall be used. If the Owner and/or Consultant are unable to interpret bid intent, the bid may be rejected at Owner's discretion.
- E. If pricing information requested by the Bid Form is not required or does not apply, bidder shall indicate NO CHANGE in words and \$0.00 as the monetary.
- F. All Alternates shall be bid. If an Alternate has no change to the project cost, then Bidder shall write NO CHANGE in words and use \$0.00 for the monetary indication.
- G. Bids shall include any specified Bid Security.
- H. Bids shall include the legal name of the Bidder.
- I. Bids shall be signed by the bidder, as follows:
  - 1. All signatures shall be signed manually using black ink.
  - 2. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 3. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
  - 4. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
  - 5. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.
- J. All Bid documents shall be securely sealed and endorsed on the outside wrapper with the following: **SEALED BID ENCLOSED  
CONNECT MADEIRA**
- K. Bidders are encouraged to use the included **00 43 93 Bid Submittal Checklist** as a tool to ensure all documents are included in Bid Submission.

**00 21 13.11 ADDITIONAL BID INFORMATION**

- A. Subcontractors
  - 1. If Subcontractors are used by the Bidder to perform the contract, Bidder shall complete and submit with their Bid **00 43 36 Proposed Subcontractor Form**.
  - 2. Subcontractors not disclosed in Bid process may not be authorized to work on the project.
  - 3. Owner reserves the right to accept or reject any subcontractor for any reason.
  - 4. The Bidder/Contractor shall be entirely responsible to the Owner for the competency and standard of work of Subcontractor(s) used.
  - 5. The Bidder/Contractor shall be entirely responsible to the Owner for the acts and omissions of the Contractor's Subcontractor(s) and/or persons directly or indirectly employed by the Contractor or Subcontractor(s).
- B. Contractor Agreement Form
  - 1. Successful Bidder shall provide the agreement for work using American Institute of Architects Document **A105-2017, Standard Short Form Agreement Between Owner and Contractor**.
  - 2. Successful Bidder shall bear the burden of any costs and license fees associated with using AIA documents.

**00 21 13.12 BID SUBMISSION**

- A. Bids submitted are considered an Offer by the Bidder to the Owner to perform work and provide goods as specified.
- B. Bids submitted shall remain open to acceptance and shall be irrevocable for a period of thirty (30) calendar days after the Bid Deadline.
- C. Bids shall be **electronically submitted to the Consultant before the Bid Deadline** and directed to:
  - KYLE MOORHEAD
  - HOMETOWN FIBER
  - 18457 GLADSTONE BLVD N
  - MAPLE GROVE, MN 55311
  - KYLE@YOURHOMETOWNFIBER.COM
- D. Bid Deadline:
  - 5:00PM CENTRAL TIME**
  - SEPTEMBER 30, 2022**

**00 21 13.13 BID WITHDRAWAL OR MODIFICATION**

- A. Only the originally submitted Bid signers may withdraw or modify a Bid.
- B. Modifications or Withdrawal of bids must be completed in writing and submitted to the Consultant and Owner prior to the Bid Opening Deadline.
- C. Modifications of a Bid must be performed by submission of a new and complete bid by the Bid Deadline.
- D. Bids may not be modified or withdrawn after the Bid Deadline and until the Bid Guaranty time frame has expired, typically thirty (30) calendar days from Bid Opening.

**00 21 13.14 CONSIDERATION OF BIDS**

- A. Properly submitted Bids will be opened publicly and read within the hour following Bid Submission Deadline.
- D. The Owner or Consultant will record the amount of each Base Bid and Alternate Bid(s).
- E. An abstract summary of submitted bids will be made available upon request by anyone who submitted a bid following bid opening.

**00 21 13.15 REJECTION OF BIDS**

- A. The Owner reserves the right to accept or reject any or all bids for any reason.
- B. Bids that are submitted after the Bid Deadline are Ineligible. Bidders are completely and solely responsible for the delivery of their bids by the Bid Deadline. The Owner and Consultant assume no responsibility or liability of any kind to any bidder whose bid is not received by the Bid Submission Deadline regardless cause of the delay.
- C. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable and therefor rejected.
- D. Bid Forms, appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable and therefor rejected.

**00 21 13.16 ACCEPTANCE**

- A. Submission of a bid is considered an Offer that shall be open to acceptance and irrevocable for thirty calendar days from the bid closing date.
- B. If this bid is accepted by Owner within timeline stated above, Bidder shall:
  1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds and Insurance prior to Contract execution/signing.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and Bidder fails to commence work or fails to provide the required Bond(s), the bid security deposit shall be forfeited as damages to Owner, limited in amount to the lesser of the face value of the bid security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event a bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**00 21 13.17 BID AWARD**

- A. Owner intends to award a Contract to the lowest qualified bidder.
- B. Owner reserves the right to accept or reject any or all bids for any reason.
- C. Owner reserves the right to waive all formalities, irregularities and technicalities in the bid process, and to accept any Bid deemed to be in its best interests.
- D. Owner reserves the right to accept or reject any or all Alternates and in any combination.
- E. Owner shall determine Low Bidder by calculating the Base Bid along with any Alternates the Owner accepts.
- F. Upon acceptance of an Offer the Owner, will issue to the successful Bidder, a written letter of Contract Award.

**00 21 13.18 CONTRACTOR'S QUALIFICATION STATEMENT**

- A. Owner may request Contractor to submit a Contractor's qualification statement using **American Institute of Architects form A305 (AIA – A305)**.
- B. Potential Contractor shall bear the burden of any costs associated with responding such as but not limited to paying fees for using AIA forms.

**00 21 13.19 PERFORMANCE ASSURANCE**

- A. Bidder shall Include the cost of all Performance Assurance requirements in the Bid Amount.
- B. The Accepted Bidder will be required to furnish **Performance and Payment bonds** that shall:
  - 1. Be in an amount equal to **one hundred percent (100%) of the contract price**.
  - 2. Be issued by a responsible surety authorized to contract as a surety in the State of Texas.
  - 3. Guarantee the faithful performance of the contract and its respective terms and conditions.
  - 4. Guarantee the prompt payment for all goods and services.
  - 5. Guarantee the work against faulty materials and workmanship for a period of one calendar year from project completion as accepted by the Consultant and/or Owner.
  - 6. Protect and save harmless the Owner from claims and damages of any kind.
- C. Accepted Bidder/Contractor shall deliver all required bonds within five (5) calendar days following the Award of Contract.

**00 21 13.20 INSURANCE**

- A. Bidder shall Include the cost of all Insurance requirements in the Bid Amount.
- B. Contractor will be required to provide and always maintain during the project and warranty period, the following insurance:
  - 1. Workers Compensation
    - a. Such policy shall include employer's liability coverage in at least statutory limits for workers compensation policies issued in Minnesota.
    - b. All subcontractors and independent contractors on the project will be required to maintain workers compensation insurance in compliance with all applicable statutes.
    - c. Coverages shall be elected for sole proprietors, executive officers, partners and family members who are working in any capacity on the project.
    - d. The Accepted Bidder shall enforce the compliance of such subcontractors and independent contractors.
  - 2. General Liability
    - a. Occurrence form commercial general liability insurance, or comprehensive general liability insurance.
    - b. Name the City of Bemidji as an additional insured.
    - c. Liability policy limits of at least **\$2,000,000.00** per occurrence, applying to liability for bodily injury, personal injury and property damage, which total limits may be satisfied by the limits afforded under its commercial or comprehensive general liability policy.
    - d. Liability insurance coverage may be subject to a deductible for "retention" or similar provision. Deductible shall not exceed **\$5,000.00**/each occurrence.
    - e. Provide one (1) printed original document of all policies or endorsements.
  - 3. Automotive Liability
    - a. Automobile Liability Insurance covering liability for bodily injury and property damage.
    - b. Liability Limits for combined bodily injury and/or property damage in the amount of **\$2,000,000.00** per incident.
  - 4. Umbrella Policy
    - a. An Umbrella Policy applied over Workers Compensation, General Liability and Automotive Liability is required.
    - b. Umbrella policy limits of at least **\$5,000,000.00** for combined bodily injury and/or property damage per occurrence shall be provided.
  - 5. Additional Insured
    - a. Contractor shall list Broadband Investment Group, Hometown Fiber, and Madeira Properties as additional insured on all policies.
  - 6. Additional Insurance
    - a. The Owner shall, at any time during the period of the contract, have the right to require that the Contractor secure any additional insurance as the Owner may reasonably require for the protection of its interests or those of the public.
    - b. Bidder shall Include the cost of Additional Insurance requirements in the Bid Amount.
    - c. All policies of insurance required under this contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Minnesota.
- C. All policies of insurance required under this contract shall be maintained with financially sound and reputable insurers licensed to do business in the State of Texas.
- D. It is expressly understood that the Owner does not in any way represent that the specified minimum limits of liability or coverages, or policy forms, are sufficient or adequate.



**00 23 00 PROCUREMENT DEFINITIONS**

- A. Addendum
  - 1. Written or graphic documents/specifications issued by Consultant and/or Owner prior to Contract Documents being signed.
- B. Alternate
  - 1. A defined portion of the Work that is priced separately and thus provides an option for the Owner in determining the final scope of the Project.
- C. Base Bid
  - 1. The amount of money stated in the bid as the sum for which the bidder offers to perform the work, not including that work for which alternate bids are also submitted.
- D. Bid
  - 1. An Offer to receive a sum of money for a determined scope of work.
- E. Bidder
  - 1. A person or organization making a formal offer by submitting a bid.
- F. Bid Bond
  - 1. A debt secured by a bidder for a construction job, or similar type of bid-based selection process, for the purpose of providing a guarantee to the project owner that the bidder will take on the job if selected.
- G. Bid Documents
  - 1. Bidding Documents include: advertisement for bids, invitation to bid, project manual, sheets, schedules, addendum, alternates, bid requirements, bid forms, and contract documents.
- H. Bid Submission
  - 1. Submitting a proposal to undertake and manage the undertaking of a construction project.
- I. Contract Document(s)
  - 1. The written documents that define the roles, responsibilities, and work under the construction Contract, and are legally-binding on the Owner and Contractor.
- J. Contractor
  - 1. A person or organization engaging into a binding agreement with the Owner to perform work/services and/or provide materials/goods.
- K. Insurance
  - 1. Practice or arrangement by which a company or government agency provides a guarantee of compensation for specified loss, damage, illness, or death in return for payment of a premium.
- L. Performance Bond
  - 1. A bond issued by a bank or other financial institution, guaranteeing the fulfillment of a particular contract.
- M. Unit Price
  - 1. The price stated in the Bid for a single unit of measure of goods or services offered.
- N. Subcontractor
  - 1. A person or organization engaging into a binding agreement with the Contractor and/or Owner to perform work/services and/or provide materials/goods for a portion of the work.

**00 25 13 PRE-BID MEETINGS**

- A. A (1) Pre-Bid Conference shall be held by the Owner **1:00 PM, CENTRAL TIME, WEDNESDAY, SEPTEMBER 21, 2022.**
- B. Location of Pre-Bid Conference is VIRTUAL using ZOOM at the following link:  
<https://us06web.zoom.us/j/85659829495?pwd=elorM2dabUxWRVINMVg2YUc4THNSQT09>
- C. Attendance
  - a. Attending the Pre-Bid Conference is strongly encouraged but **not mandatory** for bid submission.
- D. Bidders are required to examine the project site and become fully informed of existing conditions and limitations where the work is to be performed carefully and completely.
- E. Access to the Project Location outside the scheduled Pre-Bid Meeting date can be achieved by appointment. Contact the Consultant by email: [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com) to schedule a site visit.

## 00 30 00 AVAILABLE INFORMATION

### 00 31 13 PROCUREMENT CALENDAR (all times Central Time)

Line	Event	Date	Time
1	Advertisement for Bids:	September 14, 2022	5:00 p.m.
2	Bid Documents Available:	September 14, 2022	5:00 p.m.
3	Pre-Bid Conference:	September 21, 2022	1:00 p.m.
4	Last Request for Substitution:	September 26, 2022	5:00 p.m.
5	Last Request for Information:	September 26, 2022	5:00 p.m.
6	Last Addendum Issued:	September 27, 2022	5:00 p.m.
7	Bid Deadline	September 30, 2022	2:00 p.m.
8	Bid Opening	September 30, 2022	2:00 p.m.
9	Broadband Investment Group Decision	October 7, 2022	11:00 a.m.
10	Notice of Award:	October 7, 2022	5:00 p.m.

### 00 31 15 ANTICIPATED CONSTRUCTION SCHEDULE (all times Central Time)

- A. Contractor may Propose a Construction Schedule if it meets the following:
1. Revised Schedule is submitted using the included Proposed Construction Schedule Form. **Reference 00 43 83 herein.**

Line	Event	Date	Time
11	Contract Issued:	October 14, 2022	5:00 p.m.
12	30% Deposit Invoice:	October 14, 2022	5:00 p.m.
13	Project Begins:	October 17, 2022	8:00 a.m.
18	Substantial Completion	November 23, 2022	1:00 p.m.
19	30% Substantial Comp. Invoice	November 23, 2022	5:00 p.m.
20	Consultant's Punch List	November 29, 2022	5:00 p.m.
21	Punch List Item Deadline	December 27, 2022	1:00 p.m.
22	30% Invoice for 90% Completion	December 27, 2022	5:00 p.m.
23	Testing and Certification of Network	January 13, 2023	5:00 p.m.
24	As-Built Drawings Submitted	January 27, 2023	1:00 p.m.
25	Owner Accepts Network	January 31, 2023	1:00 p.m.
26	Project Complete	January 31, 2023	5:00 p.m.
27	10% Project Completion Invoice	January 31, 2023	5:00 p.m.
28	Warranty Period Begins	January 31, 2023	1:00 p.m.
29	Warranty Period Ends	January 30, 2023	11:59 p.m.



## 00 31 17 EQUIPMENT LIST

Line	Qty	OEM	Model	Part Number	Description	Unit	Total
1	167	<a href="#">Clearfiled</a>	Deploy Reel Kit	<a href="#">FDR-C1FA-DZZ2-R</a>	Flexdrop fiber deploy reel, opposite spooling, 50' SC/APC		
2	167	<a href="#">Home Depot</a>	Everbilt	<a href="#">813831</a>	Brass Machine Screw, 1/4 - 20, 2-pack		
3	167	<a href="#">Home Depot</a>	Everbilt	<a href="#">802111</a>	Brass Hex Nut, 1/4 - 20		
4	27	<a href="#">Clearfiled</a>	FLATdrop Peelable	<a href="#">FSH-41-001-CQA-D3A-0100F</a>	Drop Cable, Peelable, SC/APC, 100'		
5	96	<a href="#">Clearfiled</a>	FLATdrop Peelable	<a href="#">FSH-41-001-CQA-D3A-0200F</a>	Drop Cable, Peelable, SC/APC, 200'		
6	49	<a href="#">Clearfiled</a>	FLATdrop Peelable	<a href="#">FSH-41-001-CQA-D3A-0300F</a>	Drop Cable, Peelable, SC/APC, 300'		
7	2	<a href="#">Clearfiled</a>	FLATdrop Peelable	<a href="#">FSH-41-001-CQA-D3A-0400F</a>	Drop Cable, Peelable, SC/APC, 400'		
8	39	<a href="#">Clearfiled</a>	YOURx Terminal	<a href="#">FSTX-12C-51Z-ZAZ</a>	YOURx-Terminal, 12 Fiber MPO, 12 SC/APC Ports		
9	39	<a href="#">Clearfiled</a>	Mounting Bracket	<a href="#">18249</a>	Mounting bracket for YOURx Terminals		
10	4	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0100</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 100'		
11	7	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0200</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 200'		
12	10	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0300</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 300'		
13	12	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0400</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 400'		
14	3	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0500</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 500'		
15	3	<a href="#">Clearfiled</a>	FieldShield MPO Pigtail	<a href="#">FS-AA1-012-PZZ-ZZZ-0600</a>	12-Strand Fiber, Pushable, MPO Female to cable whip 600'		
16	13	<a href="#">Channell</a>	BULK 1	<a href="#">BULKU1118180061009</a>	Hand Hole, Bulk 1, 11W x 18L x 24D, with Shield Lid (Tier 22)		
17	58	<a href="#">Channell</a>	BULK 4	<a href="#">BULKU2436360061011</a>	Hand Hole, Bulk 4, 24W x 36L x 36D, with Shield Lid (Tier 22)		
18	15	<a href="#">Channell</a>	BULK 7	<a href="#">BULKU3048360081011</a>	Hand Hole, Bulk 7, 30W x 48L x 36D, with Shield Lid (Tier 22)		
19	500	<a href="#">Home Depot</a>	<a href="#">Cerrowire</a>	<a href="#">112-3455J</a>	Wire, 14AWG, stranded, copper, THHN, 500' Reel		
20	73	<a href="#">Home Depot</a>	Eritech	<a href="#">611380UPC</a>	Ground Rod, 1/2" x 8' Copper		
21	73	<a href="#">Home Depot</a>	Blacuburn	<a href="#">7.83786E+11</a>	Ground Rod Clamp, 1/2", Type-G		
22	167	<a href="#">Home Depot</a>	1" PVC Conduit	<a href="#">67462</a>	1" PVC Conduit x 10' Shceudle 40		
23	29,150	<a href="#">DuraLine</a>	3/4" HDPE	<a href="#">3/4" 13.5 HDPE</a>	3/4" HDPE Conduiti, SDR 13.5, Orange, Empty		
24	7,850	<a href="#">DuraLine</a>	1-1/4" HDPE	<a href="#">10005560</a>	1-1/4" HDPE Conduit, SDR 13.5, Orange, Empty		
25	9,650	<a href="#">DuraLine</a>	2" HDPE	<a href="#">10007844</a>	2" HDPE Conduit, SDR 13.5, Orange, Empty		
26	1,510	<a href="#">DuraLine</a>	3" PVC Conduit	<a href="#">2034499250</a>	3" PVC Conduit, Schedule 80		
27	13	<a href="#">Commscope</a>	D6 Case	<a href="#">FOSC450-D6-6-NT-1-D6V</a>	D6 Case, No trays, 6-Ground Ports		
28	78	<a href="#">Commscope</a>	Splice Tray	<a href="#">FOSC-ACC-D-TRAY-48-KIT</a>	Splice Tray for D6 Case, 48-Splice Capacity		
29	1,212	<a href="#">Corning</a>	SST-UltraRibbon	<a href="#">864EV5-14100D53</a>	864 Ribbon, OS2, Direct Bury, Armored, Gel-Free		
30	3,546	<a href="#">Corning</a>	SST-UltraRibbon	<a href="#">288EV5-14100D53</a>	288 Ribbon, OS2, Direct Bury, Armored, Gel-Free		
31	2,001	<a href="#">Corning</a>	SST Ribbon	<a href="#">144EC5-14100d53</a>	144 Ribbon, OS2, Direct Bury, Armored, Gel-Free		
32	1,074	<a href="#">Corning</a>	SST Ribbon	<a href="#">048EC5-13100D3</a>	48 Ribbon, OS2, Direct Bury, Armored, Gel-Free		



**00 41 00 BID FORM**

00 41 01 BID RECIPIENT

- A. This Bid is submitted electronically via e-mail to: [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com)  
 Kyle Moorhead  
 Hometown Fiber  
 18457 Gladstone Blvd N  
 Maple Grove, MN 55311
  
- B. The undersigned Bidder agrees, if their Bid is accepted, to enter into an Agreement with the City of Bemidji to perform all Work as specified or indicated in the Bidding Documents for the Bid Price submitted and within the project timeline specified in section 00 31 13.16 ANTICIPATED CONSTRUCTION SCHEDULE (CALENDAR) of this project manual.

00 41 02 BIDDER ACKNOWLEDGEMENT

- A. By submitting a Bid, Bidder accepts all the terms and conditions of the Instructions to Bidders.
  
- B. By submitting a Bid, Bidder acknowledges they have performed a complete examination of Bidding Documents.
  
- C. Bidder acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

- D. By submitting a Bid, Bidder acknowledges they have visited the project Site, conducted a thorough examination and become familiar with the project Site, local, regional and general conditions.
  
- E. By submitting a Bid, Bidder acknowledges their Bid accommodates and includes all concerns, challenges, and costs associated with the project Site, local, regional and general conditions.
  
- F. By submitting a Bid, Bidder agrees no further examinations or information are necessary to perform the Work at the Bid Price and within the timeline specified within this project manual.
  
- G. By submitting a Bid, Bidder acknowledges the Bidding Documents are sufficient to have a complete understanding of all terms, conditions, and scope of work.
  
- H. By submitting a Bid, Bidder acknowledges they are familiar with all applicable Laws and Regulations.



**00 41 13 BID FORM – STIPULATED SUM (SINGLE PRIME CONTRACT)**

**FOR:** Broadband Investment Group  
10329 Lake Gardens Drive  
Dallas, TX 75218

**PROJECT:** Connect Madeira

**CONSULTANT’S PROJECT ID:** 22491

**SUBMITTED BY:** (Bidder to Fill Out Information Below)

Bidder's Full Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**OFFER:**

Having examined the project and all matters referred to in the Instructions to Bidders and the Contract Documents for the above-mentioned project, I/we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Contract Price of:

Date: \_\_\_\_\_ Numeric Total: \$ \_\_\_\_\_

(Written Total)

in lawful money of the United States of America. All applicable federal taxes and those of the State of Minnesota are included in the Offer price.

**SIGNATURES OF AUTHORIZED SIGNING OFFICER(S):**

Signature #1: \_\_\_\_\_ Signature #2: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature #3: \_\_\_\_\_ Signature #4: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



**00 43 36 PROPOSED SUBCONTRACTOR FORM**

**FOR:** Broadband Investment Group  
10329 Lake Gardens Drive  
Dallas, TX 75218

**PROJECT:** Connect Madeira

**CONSULTANT'S PROJECT ID:** 22491

**DATE:** \_\_\_\_\_

**SUBMITTED BY:**

Bidder's Full Name: \_\_\_\_\_

THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

**PROPOSED LIST OF SUBCONTRACTORS**

WORK SUBJECT	SUBCONTRACTOR NAME

**SIGNATURES OF AUTHORIZED SIGNING OFFICER(S):**

Signature #1: \_\_\_\_\_ Signature #2: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Signature #3: \_\_\_\_\_ Signature #4: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_



**00 43 83 PROPOSED CONSTRUCTION SCHEDULE FORM**

**FOR:** Broadband Investment Group  
10329 Lake Gardens Drive  
Dallas, TX 75218

**PROJECT:** Connect Madeira

**CONSULTANT'S PROJECT ID:** 22491

**DATE:** \_\_\_\_\_

**SUBMITTED BY:**

Bidder's Full Name: \_\_\_\_\_

THE FOLLOWING PROPOSED CONSTRUCTION SCHEDULE IS HEREBY SUBMITTED FOR CONSIDERATION.

**PROPOSED CONSTRUCTION SCHEDULE**

Event	Proposed Date/Date Range
Project Start	
Equipment Ordering	
On-Site Installation	
Substantial Completion	
Punch Lists Generated	
Project Completion	
Performance Testing	
Owner Technical and User Training	
Warranty Period Begins	
Warranty Period Expires	





**00 43 85 NON-COLLUSION AFFIDAVIT**

I hereby swear (or affirm) under the penalty of perjury:

1. I am the Bidder, a partner of the Bidder or an officer or employee of the bidding entity having authority to sign on its behalf.
2. The attached Bid has been arrived at independently, and is submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid.
3. The content of the Bid has not been communicated by the Bidder to any person not an employee or agent of the Bidder.
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: \_\_\_\_\_

Bidders Tax ID (FEIN): \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_



**00 43 93 BID SUBMITTAL CHECKLIST**

**FOR:** Broadband Investment Group  
10329 Lake Gardens Drive  
Dallas, TX 75218

**PROJECT:** Connect Madeira

**CONSULTANT'S PROJECT ID:** 22491

- Site Evaluation
- Read Project Manual
- Reviewed all Sheets
- Completed 00 41 13 BID FORM – STIPULATED SUM (SINGLE PRIME CONTRACT)
- Completed 00 43 36 PROPOSED SUBCONTRACTOR FORM – If Applicable
- Completed 00 43 83 PROPOSED CONSTRUCTION SCHEDULE FORM
- Seal Bid Documents and Deliver by Bid Deadline



## 00 45 00 REPRESENTATIONS AND CERTIFICATIONS

### 00 45 01 BIDDER CERTIFICATION

A. By submitting a Bid, Bidder certifies that:

1. This Bid is genuine.
2. Bidder has not solicited any other entity or individual to refrain from bidding.
3. Bidder has not engaged in any illegal practices in competing for the Project.
4. Bidder has not solicited, offered, gave and/or received anything of value to influence the action of a public official.
5. Bidder has not misrepresented facts to influence the bidding process.
6. Bidder has submitted a Bid at prices that at competitive levels.
7. Bidder has not colluded with two or more Bidders to impact Bid prices.
8. Bidder has not threatened to harm and/or caused harm to any property, entity or individual.

### 00 45 13 EVIDENCE OF BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders, Contractors, and/or Subcontractors may be requested by the Consultant or Owner to submit **American Institute of Architects Form A305-1986 Contractor's Qualification Statement**.
- B. The Bidder/Contractor shall bear all costs necessary to obtain any requested AIA documents and information.

### 00 45 19 NON-COLLUSION AFFIDAVITS

- A. Bidders, Contractors, and/or Subcontractors **shall** submit a Non-Collusion Affidavit as part of this Bid.
- B. The Bidder shall bear all costs necessary to generate a Non-Collusion Affidavit.



# **DIVISION 01**

## **GENERAL REQUIREMENTS**

## 01 10 00 SUMMARY

### 01 11 13 SUMMARIES OF WORK COVERED BY CONTRACTOR

- A. Construct a fiber to the home outside plant network within Phase I of Madeira Development, Brownsville Texas. madeira-tx.com
- B. Scope: design, build, project management, attend construction meetings, purchase, and coordination as required for a complete and operational outside plant fiber optic network.
- C. Engineer a functioning system per bid documents (design intent).
  - a. Meet Owner and Consultant's design intent and operational expectations.
  - b. Provide and Install equipment, cabling, conduit, hand holes, hand hole racking, locate terminals, locate wire, fiber optic cabling, splice cases, fiber optic splices, and anything else required for a complete and operational system.
  - c. Provide and install below grade conduits for trunks, laterals, and drop locations.
  - d. Provide and install below grade hand holes, splice cases, splices, and multi-service terminals.
  - e. Provide and install demarcation boxes on sides of homes as they are constructed.
  - f. Terminate, splice, and test system for **ITU-T G.987** standard.
  - g. Test and verify systems operate to Owner's expectations.
  - h. Deliver as-built documentation to Consultant.
  - i. Provide a one-year Warranty.
- D. Coordinate with Owner, Consultant and other trades as required.
- E. Coordinate with Owner on site availability and work around the Owner's other trades/contractors/subs, etc.

### 01 14 13 WORK RESTRICTIONS: ACCESS TO SITE

- A. Work shall be performed during normal business hours for the project site and/or Owner.
- B. After hours site access is not guaranteed but may be possible. Contractor shall receive expressed written permission by Owner prior to any after-hours work.

**01 14 19 WORK RESTRICTIONS: USE OF SITE**

- A. The project site shall remain available during Construction.
  - a. Contractor shall be respectful and courteous to the Owner's operational needs.
  - b. Contractor shall be respectful and courteous to the Owner, Owner's Customers, and Owner's Vendors.
  - c. Contractor shall minimize construction areas to the area currently under construction. Construction messes shall be immediately cleaned upon completion of work and/or leaving a respective area.
  - d. Contractor shall provide caution tape/notice and secure work areas to ensure Owner, Owner's Customers, Owner's Vendors, and others are safe from harm. Coordinate with Owner as required.
  - e. Contractor and Subcontractors shall park their rolling stock in locations that do not impede or interfere with Owner, Owner's Customers, Owner's Vendors, neighboring businesses, neighboring residences. Contractor shall coordinate parking issues with Owner. Contractor shall follow any direction for rolling stock the Owner requires at no additional cost to the Owner.
  - f. Tools, parts, equipment storage is available onsite at Contractor's own risk. Owner shall assume no liability whatsoever.

## 01 20 00 PRICE AND PAYMENT PROCEDURES

### 01 20 01 SECTION INCLUDES

- A. Substitution Procedures
- B. Requests for Interpretation
- C. Change Procedures
- D. Procedures for Payments

### 01 25 13 PRODUCT SUBSTITUTION PROCEDURES

- A. Product Substitutions require approval by Consultant prior to any Substitution being implemented.
- B. Contractor shall submit written Product Substitution requests to Consultant via email to [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com).
- C. Contractor shall include reasons for substitutions and an impact statement.
- D. If Consultant approves the substitution, Consultant shall issue a change order.
- E. Lack of response from the Consultant under NO circumstance shall be considered an approval.
- F. Contractor shall in no way, impose, suggest, or specify a time frame for Consultant to respond before Contractor takes action no matter how reasonable the request maybe.
- G. It is the Contractor's sole responsibility to receive timely replies from the Consultant.
- H. Owner is not authorized to approve Product Substitutions, only the Consultant is authorized to approve Product Substitutions.
- I. Contractor may be required, and bear all costs and related costs, to remove any product substitute installed without prior approval by Consultant. Owner and Consultant assume no liability whatsoever in the use of unapproved Product Substitutions.

### 01 25 16 EXECUTION SUBSTITUTION PROCEDURES

- A. Execution Substitutions require approval by Consultant prior to any Substitution being implemented.
- B. Contractor shall submit written Execution Substitution requests to Consultant via email to [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com).
- C. Contractor shall include reasons for substitutions and an impact statement.
- D. If Consultant approves the Substitution, Consultant shall issue a change order.
- E. Lack of response from the Consultant under NO circumstance shall be considered an approval.
- F. Contractor shall in no way, impose, suggest, or specify a time frame for Consultant to respond before Contractor takes action no matter how reasonable the request maybe.
- G. It is the Contractor's sole responsibility to receive timely replies from the Consultant.
- H. Owner is not authorized to approve Execution Substitutions, only the Consultant is authorized to approve Execution Substitutions.
- I. Contractor may be required, and bear all costs and related costs, to remove any product substitute installed without prior approval by Consultant. Owner and Consultant assume no liability whatsoever in the use of unapproved Product Substitutions.

**01 26 13 REQUESTS FOR INTERPRETATION**

- A. It is the Contractor's sole responsibility to submit Requests for Interpretation on any aspect of the project that is unclear to the Contractor.
- B. Requests for Interpretation must be in writing and submitted to the Consultant via email.
- C. It is the sole responsibility of the Contractor to verify Consultant's receipt of any request.
- D. Lack of response from the Consultant under NO circumstance shall be considered an approval.
- E. Contractor shall in no way, impose, suggest, or specify a time frame for Consultant to respond before Contractor takes action no matter how reasonable the request maybe.
- F. Owner is not authorized to respond to requests for interpretation, only the Consultant is authorized to respond.
- G. Contractor may be required, and bear all costs and related costs, to remedy anything resulting from misinterpretation or assumptions made by the Contractor. Owner and Consultant assume no liability whatsoever for misinterpretations or assumptions.

**01 26 57 CHANGE ORDER REQUESTS**

- A. Change Order Requests also termed Request for Change may be submitted by either the Contractor, Owner or Consultant.
- B. A Request for Change submitted by the Owner or Consultant shall be in the form of a Request for Proposal. Seeking a price from the Contractor for a modified scope of work. If approved, an approved Change Order shall be issued to the Contractor.
- C. A request for Change submitted by the Contractor shall be in the form of a Change Order Request. If Owner and/or Consultant approve the Change a Change Order will be issued to the Contractor.

**01 26 63 CHANGE ORDERS**

- A. Change Orders shall be approved by Consultant and Owner and Issued by the Consultant to the Contractor.
- B. No work shall be completed by the Contractor without an approved Change Order.
- C. Change Orders shall be issued using **American Institute of Architects Document G701-2017 Change Order**.



**01 29 76 PROGRESS PAYMENT PROCEDURES**

- A. Credit Terms
  - a. Contractor shall extend to Owner NET30 Credit Terms with 0% annual percentage rate on all Invoices.
  - b. Net30 is calculated from Date Invoice is received by Owner.
- B. Progress Payment Periods
  - a. Deposit
    - i. Contractor shall submit a Deposit Invoice to the Owner totaling **30%** of the agreed contract price.
  - b. Substantial Completion
    - i. Contractor shall submit a Substantially Complete Invoice to the Owner totaling **30%** of the agreed contract price at Substantially Complete Status.
    - ii. The Consultant shall determine if/when the Contractor is substantially completed with the project.
    - iii. At Substantially Completed Status, Contractor shall provide a written Punch List to Consultant for items remaining and time required to achieve Final Completion.
  - c. Punch List Items Completed
    - i. Contractor shall submit a Puch List Complete Invoice to the Owner totaling **30%** of the agreed contract price at successful completion of all Punch List items.
    - ii. The Consultant shall determine if/when the Contractor is has satisfactorily completed all Punch List Items.
    - iii. Contractor shall pay for any time, travel or related fees from Consultant and/or Owner as necessary for Punch List item completion.
  - d. Final Payment
    - i. Once Consultant deems the Project Completed. Contractor shall submit a Final Payment Invoice for **10%** of the agreed contract price at successful completion of the project. Contractor shall have completed but not limited to the following:
      - 1. Satisfactory System Performance has been achieved as requested by Owner and Consultant.
      - 2. Upon Contractor delivery of accurate As-Built drawings to, and approved by Consultant.
      - 3. Upon Contractor delivery of One-Year warranty documentation to and approved by Consultant.
      - 4. Upon Contractor delivery to Owner a Full Unconditional Lien Waiver and Release document that is properly signed and meets satisfaction of the Owner.

## 01 30 00 ADMINISTRATIVE REQUIREMENTS

### 01 31 13 PROJECT COORDINATION

- A. Project Coordination is required to achieve an orderly, efficiently constructed system that is completed in a courteous, neat, and professional manner satisfactory to the Owner and Consultant.
- B. It is the Contractors sole responsibility to coordinate all aspects of the project with the Owner, Consultant, Owner's vendors, other trades, their own internal team, and any subcontractors.

### 01 31 19 PROJECT MEETINGS

- A. Project meetings may be requested by the Owner, Consultant or Contractor.
- B. Individual requesting the meeting shall issue written meeting notes to meeting participants within 24-hours of a meeting.

### 01 31 19.13 PRECONSTRUCTION MEETINGS

- A. Pre-construction meetings are **not anticipated** for this project.
- B. A pre-construction meeting may be requested by the Owner, Consultant, or Contractor.
- C. Individual requesting the meeting shall issue written meeting notes to meeting participants within 24-hours of a meeting.

### 01 31 19.23 PROGRESS MEETINGS

- A. Progress Meetings are **not anticipated** for this project.
- B. Progress Meetings may be requested by the Owner, Consultant, or Contractor.
- C. Individual requesting the meeting shall issue written meeting notes to meeting participants within 24-hours of a meeting.

### 01 31 19.33 PREINSTALLATION MEETINGS

- A. Preinstallation Meetings are **not anticipated** for this project.
- B. A Preinstallation Meeting may be requested by the Owner, Consultant, or Contractor.
- C. Individual requesting the meeting shall issue written meeting notes to meeting participants within 24-hours of a meeting.

### 01 31 26 ELECTRONIC COMMUNICATION PROTOCOLS

- A. Electronic Communications shall be in the form of Email.
- B. Bidding Process: direct all communications to Consultant using [kyle@yourhometownfiber.com](mailto:kyle@yourhometownfiber.com)
- C. Bidding Documents available at: [www.morecom.com/big](http://www.morecom.com/big)
- D. A list of email address for the Owner shall be provided by the Owner to the Contractor once a Contract is entered into between Contractor and Owner.

### 01 32 13 SCHEDULING OF WORK

- A. Contractor shall coordinate all scheduling of work with Owner's project site manager.
- B. Contractor shall receive schedule approval by Owner's project site manager prior to any work being completed.

**01 32 26 CONSTRUCTION PROGRESS REPORTING**

- A. Contractor shall electronically submit a weekly Construction Progress Report to the project group email no later than 8:00am of the first business day of the week.
- B. Report shall include a percent completion of key project phases such as:
  - a. Equipment Purchase/Delivery
  - b. Rough-In Phase
  - c. Termination Phase
  - d. Testing Phase
  - e. Punch List Items
  - f. As-Built Documents
- C. Reports shall include Photographic Documentation of work completed and work in progress since previous progress reports.
- D. Reports with no progress to communicate shall still be issued with a notation of **no progress made since last report** and include justification for project progress not being made.
- E. The Owner and/or Consultant may request a Construction Progress Report of the Contractor at any time for any reason. Contractor has 48-hours from receipt of request to respond.

**01 32 29 PERIODIC WORK OBSERVATION**

- A. The Owner and/or Consultant reserve the right to observe and document work performed by the Contractor and their respective Subcontractors at anytime for any reason.

**01 32 33 PHOTOGRAPHIC DOCUMENTATION**

- A. Upon request by Owner and/or Consultant, Contractor shall electronically submit photographs for progress reporting and with invoice submittals, taken not more than three calendar days prior to submission.
- B. Provide factual presentation.
- C. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- D. Digital Photographs: 24-bit color, minimum resolution of twelve megapixels (12MP), in JPG format; provide files unaltered by photo editing software.
- E. Delivery Medium: Via project group email.
- F. File Naming: Include project identification, date and time of view, and view identification.

**01 32 36 VIDEO MONITORING AND DOCUMENTATION**

- A. Upon request by Owner and/or Consultant, Contractor shall electronically submit video, taken not more than three calendar days prior to submission.
- B. Provide factual presentation.
- C. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- D. Video format shall be MPEG-4 video with minimum resolution 1920 x 1080 interlaced at 59.97 fields per second, audio at 160Kbs @ 48Khz stereo that are unaltered by photo editing software.
- E. Delivery Medium: Via project group email.
- F. File Naming: Include project identification, date and time of view, and view identification.

**01 33 23 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

- A. When specified in individual sections, or upon request by Owner and/or Consultant, Contractor shall submit shop drawings, product data, and samples for selection, samples for verification.
- B. Shop Drawings and Product Data may be submitted electronically via email to the Consultant.
- C. Samples shall be submitted to Consultant in a timely manner.
- D. Contractor shall bear all costs associated with Shop Drawings, Product Data, and Sample delivery.

## 01 40 00 QUALITY REQUIREMENTS

### 01 41 13 CODE REQUIREMENTS

- A. Contractor shall construct system meeting all State, Local and Federal Codes, Rules, and Laws. Such as but not limited to:
  - a. CFR 1910 - Occupational Safety and Health Standards; current edition; as a work place.
  - b. NFPA 101 - Life Safety Code, 2012.
  - c. NFPA 5000 - Building Construction and Safety Code, 2012.
  - d. NFPA 70 - National Electrical Code; Most recent edition adopted by Authority Having Jurisdiction, including all applicable Amendments and Supplements.
  - e. Existing Building Codes.
- B. Contractor shall pay for any fees, fines, penalties, inspections, or permits that maybe required or realized.
- C. Contractor shall construct system in a manner that meets all Occupational Health and Safety Administration (OSHA) Federal and State plans, rules, recommendations and standards such as but not limited to:
  - a. Contractor must provide a workplace that does not have serious hazards and must follow all OSHA safety and health standards.
  - b. Contractor shall find and correct safety and health problems.
  - c. Contractor shall first try to eliminate or reduce hazards by making feasible changes in working conditions rather than relying on personal protective equipment such as masks, gloves, or earplugs. Switching to safer chemicals, enclosing processes to trap harmful fumes, or using ventilation systems to clean the air are examples of effective ways to eliminate or reduce risks.
  - d. Contractor shall prominently display the official OSHA Job Safety and Health – It's the Law poster that describes rights and responsibilities under the OSH Act. This poster is free and can be downloaded from [www.osha.gov](http://www.osha.gov).
  - e. Contractor Shall Inform workers about chemical hazards through training, labels, alarms, color-coded systems, chemical information sheets and other methods.
  - f. Contractor shall provide safety training to workers in a language and vocabulary they can understand.
  - g. Contractor shall keep accurate records of work-related injuries and illnesses and perform tests in the workplace, such as air sampling, required by some OSHA standards.
  - h. Contractor shall provide required personal protective equipment at no cost to workers.
  - i. Contractor shall provide hearing exams or other medical tests required by OSHA standards and Post OSHA citations and injury and illness data where workers can see them.
  - j. Contractor shall notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation or loss of an eye (1-800-321-OSHA [6742]).
  - k. Contractor shall not retaliate against workers for using their rights under the law, including their right to report a work-related injury or illness.
  - l. Contractor must pay for most types of required personal protective equipment. Under OSHA law, workers are entitled to working conditions that do not pose a risk of serious harm.
- D. Contractor shall obey in its entirety and any State adopted additions, deletions or supplements to the most recent National Electric Code (NFP70)

**01 43 23 INSTALLER QUALIFICATIONS**

- A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of quality as expected and/or requested by Consultant and/or Owner.
- B. Comply with manufacturers' instructions, including each step in any sequence.
- C. If manufacturers' instructions conflict with Contract Documents, request clarification from Consultant before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- H. Cable management is expected to be performed at an excellent level of quality with no wires crossing in any bundles below finished ceiling. In racks, establish a low-voltage side and a power side of the rack, do not cross low voltage and power cables. In racks, use Velcro cable strap for all bundles. Impeccably, manage all cables in racks. Cabling in racks shall remain in the rear and to the sides of the rack allowing for service of any rack component from front or rear of rack without cabling being in the way.
- I. All cables shall be labeled within one inch of connector.
- J. Contractor shall replace work or portions of the work not conforming to specified requirements. If, in the opinion of Consultant, it is not practical to remove and replace the Work, Consultant will direct an appropriate remedy or adjust payment to Contractor.

**01 45 16 FILED QUALITY CONTROL**

- A. Contractor shall follow National Electrical Contractors Association
  - a. NECA (INST) - NECA Standard of Installation; 1993.
  - b. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
  - c. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
  - d. NECA 303 - Standard for Installing Closed-Circuit Television (CCTV) Systems; 2005.
  - e. NECA/BICSI 568 - Standard for Installing Building Telecommunications Cabling; National Electrical Contractors Association; 2006. (ANSI/NECA/BICSI 568)
  - f. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
  - g. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
  - h. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012 (NECA/NACMA 102).
- B. Contractor Shall Follow TIA -- TELECOMMUNICATIONS INDUSTRY ASSOCIATION
  - a. TIA-568-C - Commercial Building Telecommunications Cabling Standard; Rev C, 2012, and latest addenda. (Consists of 3 Parts, listed below)
  - b. TIA-568-C.1 - Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements; Rev C, 2009 (with Addenda, 2012).
  - c. TIA-568-C.2 - Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted Pair Cabling Components; Rev C, 2009.
  - d. TIA-568-C.3 - Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling Components Standard; 2008 (with Addenda 2011).
  - e. TIA-569-C - Commercial Building Standard for Telecommunications Pathways and Spaces; Rev C, 2012 (with Addenda; 2013).
  - f. TIA-606-B - Administration Standard for the Telecommunications Infrastructure; Rev B, 2012.
  - g. ANSI/J-STD-607 - Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications; Rev A, 2002.
- C. Contractor Shall use only Underwriters Laboratory (UL) listed items/equipment/parts in project.
- D. Where field quality requirements conflict, Contractor shall coordinate with Owner and/or Consultant prior to any work being completed.

## 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

### 01 71 16 ACCEPTANCE OF CONDITIONS

- A. Verify that existing site conditions are acceptable for subsequent work. Start of any work means acceptance of existing conditions.
- B. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mistakes in fabricating.

### 01 73 19 INSTALLATION

- A. Dust Control: Execute work by methods to minimize raising dust from construction operations.
- B. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- C. Coordinate with local gas utility to share trench for fiber optic network.
- D. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- E. Coordinate space requirements, supports, and installation of low voltage and electrical work. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas, conceal pipes, ducts, and wiring. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work.
- H. After Final Completion, coordinate access to site with Owner for correction of defective work and work to minimize disruption of Owner's activities.
- I. Install products as specified, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- J. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- K. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- L. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- M. Make neat transitions between different surfaces, maintaining texture and appearance.
- N. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- O. Clean existing systems and equipment.
- P. Remove demolition debris and abandoned items and dispose of off-site; do not burn or bury.
- Q. Protect installed work from damage by construction operations.
- R. Provide special protection where specified in individual specification sections.
- S. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- T. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- U. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- V. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.



**01 73 29 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Set Handholes with grade.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Restore work with new products in accordance with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- G. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- H. Type and Quality of Existing Products: Referring to existing work as a standard.
- H. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

**01 77 19 CLOSEOUT REQUIREMENTS**

- A. Notify Consultant when work is considered ready for Consultant's Substantial Completion inspection.
- B. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Consultant's Substantial Completion inspection.
- C. Conduct Substantial Completion inspection and create Final Correction Punch List containing Consultant's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Consultant.
- D. Correct items of work listed in Final Correction Punch List and comply with Owner.
- E. Accompany Consultant and Owner on Contractor's preliminary final inspection.
- F. Notify Consultant when work is considered finally complete and ready for Consultant's Final Inspection.
- G. Complete items of work determined by Consultant and or Owner.





**01 78 36 WARRANTIES**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Warranty Period: As indicated in procurement timetable or, if not indicated, not less than one year from the Date of Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**01 78 39 OPERATION AND MAINTENANCE DATA**

- A. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed specifications, operational manuals or other related documents with Project Record Documents.
- B. Submit one copy of completed documents 5 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Consultant comments. Revise content of all document sets as required prior to final submission.
- C. Submit one set of revised final documents in final form within 5 days after final inspection.
- D. **ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**
  - a. Assemble operation and maintenance data into durable manuals for Owner's personnel use prior to training date.
  - b. Binders: Commercial quality, 8-1/2 by 11-inch three D side ring binders with durable plastic covers; 2-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
  - c. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
  - d. Project Directory: Title and address of Project; names, addresses, and telephone numbers of consultant, contractor and subcontractors, with names of responsible parties.
  - e. Table of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
  - f. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
  - g. Text: Manufacturer's printed data, or typewritten data on 20-pound paper.
  - h. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. **PROJECT RECORD DOCUMENTS**
  - a. Maintain on site one set of the following record documents; record actual revisions to the Work:
    - 1. Drawings.
    - 2. Specifications.
    - 3. Operation and Maintenance Manuals
    - 4. Manufacturer's instruction for assembly, installation, and adjusting.
- F. Ensure entries are complete and accurate, enabling future reference by Owner.
- G. Coordinate with Owner for location desired for storing record documents.

**01 79 01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstrations conducted during Functional Testing need not be repeated unless Owner personnel training is specified.
- C. Demonstration may be combined with Owner personnel training if applicable.
- D. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
- C. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment and have detailed knowledge of the operation of the systems.
- D. Where a single person is not familiar with all aspects, Contractor shall provide additional personnel and/or specialists with necessary qualifications.

**01 79 11 FINAL RESOLUTION OF DISPUTES**

- A. The Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the county court administrator where the Project is located and select a mediator from the list. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
- B. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may pursue any applicable legal remedy.

**01 79 13 CONTROLLING LAW**

- A. This contract represents the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral, with respect to the Project. This Contract may be amended only in writing signed by both the Owner and Contractor.
- B. This Contract shall be governed and construed in accordance with the Laws of the State of Minnesota, and any action or dispute arising out of this Contract shall be heard in the state district court situated in the County where the Project is located. The parties waive any objection to the Jurisdiction of that Court, whether based on convenience or otherwise.

**01 79 15 NON-DISCRIMINATION**

- A. Contractor agrees not to engage in discriminatory employment practices against any qualified employee or applicant for employment in the construction of the Work subject of the Contract Documents, because of race, color, national origin, religion, sex, sexual preference, age or physical or mental disability, and it shall, with respect to such Work, fully comply with all the provisions contained in Minn. Stat. 181.59 and Chapter 363A that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. This provision shall also be included in any subcontract agreements related to the services provided under this Agreement.

**01 79 21 RETENTION OF RECORDS**

- A. All records in the possession of Contractor in relation to the performance of the Work under this Contract shall be retained for a period of three (3) years after final payment for services and all other pending matters are closed.

## 01 90 00 LIFE CYCLE ACTIVITIES

### 01 91 13 GENERAL COMMISSIONING REQUIREMENTS

#### 01 91 13.01 SUMMARY

- A. This section specifies the Contractor's responsibilities for commissioning. Commissioning is intended to achieve the following specific objectives:
  1. Verify that the work is installed in accordance with the Contract Documents and the manufacturer's recommendations and instructions, and that it receives adequate operational checkout prior to startup: Startup reports and Pre-functional Checklists executed by Contractor are utilized to achieve this.
  2. Verify that operation and maintenance manuals submitted to Owner are complete: Detailed operation and maintenance (O & M) data submittals by Contractor are utilized to achieve this.
  3. Verify that the Owner's operating personnel are adequately trained: Formal training conducted by Contractor is utilized to achieve this.

#### 01 91 13.02 SCOPE OF COMMISSIONING

- A. The following are to be commissioned:
  1. Connection to Central Office
  2. Conduits: Trunks, Laterals, Drops
  3. Fiber Optic Cables: Trunks, Laterals, Drops
  4. Connections to Homes, Cameras and Service Locations
  - 5.

#### 01 91 13.03 TEST PROCEDURES - GENERAL

- A. Provide skilled technicians to execute starting of equipment and to execute the Functional Tests. Ensure that they are available and present during the agreed upon schedules and for sufficient duration to complete the necessary tests, adjustments and problem-solving.

#### 01 91 13.04 TEST EQUIPMENT

- A. Provide all standard testing equipment required to perform startup and initial checkout and required Functional Testing; unless otherwise noted such testing, equipment will NOT become the property of Owner.

#### 01 91 13.05 FUNCTIONAL TESTS

- A. A Functional Test is required for each item of equipment, system, or other assembly specified to be commissioned, unless sampling of multiple identical or near-identical units is allowed by the final test procedures.
- B. Contractor is responsible for correction of deficiencies and re-testing at no extra cost to Owner; if a deficiency is not corrected and re-tested immediately, the Consultant will document the deficiency and the Contractor's stated intentions regarding correction.
  1. Deficiencies are any condition in the installation or function of a component, piece of equipment or system that is not in compliance with the Contract Documents or does not perform properly.
  2. When the deficiency has been corrected, the Contractor notifies the Consultant that the item is ready to be re-tested and the Consultant will coordinate/schedule the re-test. The Contractor shall then re-test.
  3. Contractor shall bear the cost of Owner and Consultant personnel time witnessing re-testing if the test failed due to failure to execute the relevant Pre-functional Checklist correctly; if the test failed for reasons that would not have been identified in the Pre-functional Checklist process, Contractor shall bear the cost of the second and subsequent re-tests.